

Hearing Date and Time: December 6, 2011 at 10:00 a.m. (Prevailing Eastern Time)

Objection Date and Time: November 10, 2011

REED SMITH LLP
599 Lexington Avenue
New York, NY 10022
Telephone: (212) 521-5400
Facsimile: (212) 521-5450
Eric A. Schaffer
Michael J. Venditto

*Counsel for BNY Mellon Corporate
Trustee Services Limited*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,)	Case No. 08-13555 (JMP)
)	(Jointly Administered)
Debtors.)	
)	Refers to Docket No. 21929

**LIMITED OBJECTION AND JOINDER OF BNY MELLON
CORPORATE TRUSTEE SERVICES LIMITED IN THE OBJECTION
OF UNICREDIT BANK AG, LONDON BRANCH WITH RESPECT TO RUBY
FINANCE PUBLIC LIMITED COMPANY SERIES 2005-1 CLASS A2 NOTES, CLASS
A3 NOTES, CLASS A4 NOTES, CLASS A5 NOTES, CLASS A6 NOTES, CLASS A7
NOTES, CLASS A8 NOTES AND CLASS A9 NOTES TO THE DEBTORS'
ASSUMPTION OF CERTAIN DERIVATIVE CONTRACTS**

BNY Mellon Corporate Trustee Services Limited (“BNYM”), by its undersigned counsel, hereby files this limited objection and joins in the Objection of UniCredit Bank AG, London Branch,¹ (“UniCredit”) to the Debtors’ Assumption of Certain Derivative Contracts with respect to the notes of Ruby Finance Public Limited Company, having the following series and class designations: Series 2005-1 Class A2 EUR 500,000 Notes, Class A3 EUR 5,800,000 Notes, Class A4 EUR 3,000,000 Notes, Class A5 EUR 1,000,000 Notes, Class A6 EUR 500,000 Notes, Class A7 EUR 5,500,000 Notes, Class A8 EUR 1,700,000 Notes and Class A9 EUR 1,000,000 Notes (collectively, the “Ruby A2 – A9 Note”).

¹ UniCredit acquired the Ruby A2-A9 Notes and remains an economically interested party in the transactions described in the UniCredit Objection.

1. BNYM is successor trustee (the “Trustee”) under a certain Principal Trust Deed, dated 10 October 2002, between Dante Finance Public Limited Company and J.P. Morgan Corporate Trustee Services Limited (as amended and restated, the “Principal Trust Deed”) and certain Supplemental Trust Deeds entered into in accordance with the Principal Trust Deed (collectively, the “Trust Deed”), including those referenced specifically in the UniCredit Objection (as defined below).² Pursuant to the terms of the Trust Deed, the Trustee is authorized and entitled to and possesses all necessary rights to file this Limited Objection and Joinder.

3. On or about November 10, 2011, UniCredit filed its Objection to the Debtors’ Assumption of Certain Derivative Contracts (the “UniCredit Objection”) [Docket No. [21929] in which it objected to the assumption of certain derivative contracts.

4. At the direction of UniCredit, given in accordance with the Trust Deed, the Trustee joins in the UniCredit Objection and objects to confirmation of the Plan for the reasons set forth in the UniCredit Objection.

Dated: November [10], 2011
New York, New York

Respectfully submitted,
REED SMITH LLP
By: /s/ Michael J. Venditto
Michael J. Venditto
Eric A. Schaffer
599 Lexington Avenue
New York, NY 10022
Telephone: (212) 521-5400
Facsimile: (212) 521-5450
Email: mvenditto@reedsmith.com
eschaffer@reedsmith.com

² BNYM incorporates by reference the definitions used in the UniCredit Objection.